

JAN 14 1975

SECOND AMENDMENT TO CONDITIONAL SALE AGREEMENT

THIS SECOND AMENDMENT TO CONDITIONAL SALE AGREEMENT, dated as of January 2, 1975 between THRALL CAR MANUFACTURING COMPANY, a Delaware corporation ("Manufacturer") and MISSOURI PACIFIC RAILROAD COMPANY, a Missouri corporation ("Railroad").

RECORDATION NO. 7670 Filed & Recorded

W I T N E S S E T H:

FEB 4 1975 - 12 42 PM

INTERSTATE COMMERCE COMMISSION

WHEREAS, the Manufacturer and the Railroad have heretofore executed and delivered that certain Conditional Sale Agreement dated as of October 1, 1974 (the "Conditional Sale Agreement") providing for the sale thereunder by the Manufacturer to the Railroad of certain railroad equipment more fully described in Schedule A attached to the Conditional Sale Agreement (the "Equipment"); and

WHEREAS, the said Conditional Sale Agreement was filed for record in the Office of the Secretary of the Interstate Commerce Commission at 10:30 A.M. on October 16, 1974 and has been assigned Recordation No. 7670; and

WHEREAS, the Manufacturer and the Railroad have heretofore executed and delivered a First Amendment to Conditional Sale Agreement (the "First Amendment") dated as of October 15, 1974 and said First Amendment was filed for record in the Office of the Secretary of the Interstate Commerce Commission at 9:50 A.M. on November 22, 1974 and has been assigned Recordation No. 7670-B; and

WHEREAS, the Manufacturer and the Railroad desire to further amend the Conditional Sale Agreement as hereinafter set forth:

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt whereof is hereby acknowledged, the Manufacturer and the Railroad hereby covenant and agree that the Conditional Sale Agreement shall be deemed to be and it is hereby amended as follows:

1. Section 3.3(b) of the Conditional Sale Agreement shall be and the same is hereby amended so as to read in its entirety as follows:

"(b) an amount equal to the aggregate Purchase Price of all Items of Equipment in such Group (herein sometimes called the "Conditional Sale Indebtedness") plus interest on the unpaid balance thereof payable in installments as follows:

(1) One installment of interest only for the period from and including the Closing Date with respect to each Group to but not including February 15, 1975, payable on February 15, 1975, at the rate of 11.25% per annum, followed by:

(2) Thirty substantially equal semiannual installments, including both principal and interest at the rate of 11.25% per annum, payable on August 15, 1975 and on the fifteenth day of each February and August thereafter to and including February 15, 1990."

2. The dates "October-December, 1974" which appear as the "ESTIMATED DELIVERY DATES" on Schedule A to the Conditional Sale Agreement shall be amended and changed to "October, 1974-January, 1975".

3. The date "December 31, 1974" which appears as the "OUTSIDE DELIVERY DATE" on Schedule A to the Conditional Sale Agreement shall be amended and changed to "January 31, 1975".

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in their respective corporate names by their officers or representatives, thereunto duly authorized, and their respective corporate seals to be hereunto affixed, duly attested all as of the date first above written.

THRALL CAR MANUFACTURING COMPANY

By James Thrall  
Its Vice President

(Corporate Seal)

Attest:

Assistant Secretary

MISSOURI PACIFIC RAILROAD COMPANY

By H. H. Henney  
Its VICE PRESIDENT

(Corporate Seal)

Attest:

Assistant Secretary

Consented to this 24<sup>th</sup> day of January, 1975.

CHEMICAL BANK, Assignee of the  
Manufacturer pursuant to the  
certain Agreement and Assignment  
dated as of October 1, 1974

By *B. H. Hall*  
Its TRUST OFFICER

(Corporate Seal)

Attest:

*C. J. Martinez*

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

On this 17th day of January, 1975, before me personally appeared Charles H. Thrall, to me personally known, who being by me duly sworn, says that he is the Vice President of THRALL CAR MANUFACTURING COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Tenna L. Ensey  
Notary Public

(Seal)

My Commission Expires: MY COMMISSION EXPIRES JANUARY 7, 1977

STATE OF MISSOURI )  
 ) SS  
CITY OF ST. LOUIS )

On this 20th day of January, 1975, before me personally appeared M. M. HENNELLY, to me personally known, who, being by me duly sworn, says that he is a Vice President of MISSOURI PACIFIC RAILROAD COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

R. C. Mason  
Notary Public

(Seal)

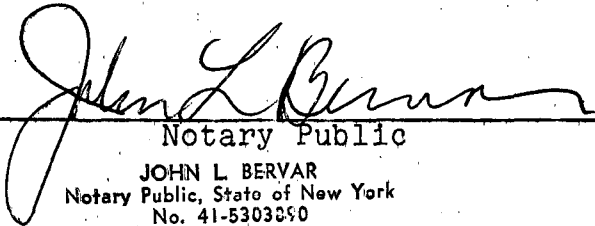
My Commission Expires:

R. C. MASON, NOTARY PUBLIC  
County of St. Louis, State of Missouri  
My Commission Expires September 28, 1978

This act performed in the City of St. Louis, which adjoins the County of St. Louis in which I was commissioned.

STATE OF NEW YORK )  
 ) SS  
COUNTY OF NEW YORK )

On this 24<sup>th</sup> day of January, 1975, before me personally appeared E. J. FARRELL, to me personally known, who, being by me duly sworn, says that he is a TRUST OFFICER of CHEMICAL BANK, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

  
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Notary Public  
JOHN L. BERVAR  
Notary Public, State of New York  
No. 41-5303290  
Qualified in Queens County  
Certificate filed in New York County  
Commission Expires March 30, 1976

(Seal)

My Commission Expires: